



**HELEN F. DALTON & ASSOCIATES, P.C.**  
ATTORNEYS AT LAW

80-02 Kew Gardens Road, Suite 601, Kew Gardens, New York 11415  
Tel. (718) 263-9591 Fax. (718) 263-9598

October 19, 2022

**Via ECF:**

The Honorable John G. Koeltl, U.S.D.J.  
United States District Court  
Southern District of New York  
Daniel Patrick Moynihan U.S. Courthouse  
500 Pearl St.  
New York, NY 10007-1312

*The Conference is  
canceled so ordered.*  
*JGK*  
*U.S.D.J.*  
*10/19/22*

Re: **Galicia v. Marielos Corp. et al**  
Civil Docket No.: 21-cv-06255 (JGK)

Dear Judge Koeltl:

Our office represents Plaintiff, Blanca M. Pleitez Galicia (“Plaintiff”) in this FLSA matter, and we submit this letter-motion jointly with Defendants to respectfully request that the parties’ upcoming Conference on October 20, 2022 be cancelled, or adjourned *sine die*, on account of Defendants having cured their breach of the Settlement Agreement, which was approved by this Court (the “Agreement”).

We previously wrote to Your Honor, on September 14, 2022, respectfully requesting a conference due to the Defendants’ breach of the parties’ Agreement. *See* Dkt. No. 20.

As previously asserted, “on February 24, 2022, the Court approved of the parties’ Settlement Agreement, and issued an Order granting the parties’ Motion for Settlement Approval” (*see* Dkt. No. 18). Pursuant to ¶ 8 of the parties’ Agreement, “The Court shall retain jurisdiction over this matter until full payment is made pursuant to Para. 1 or in the event of a default by either party.”

However, we also apprised, *inter alia*, that: “both of the two (2) settlement checks issued to the Plaintiff were unable to be deposited or cashed due to insufficient funds maintained in Defendants’ accounts. Therefore, Plaintiff [had] not been paid the outstanding sum of **\$25,887.00** which remain[ed] due and owing to Plaintiff, pursuant to the parties’ Agreement.” *Id.*

On October 5, 2022, Defendants requested: “that the October 7 conference be adjourned to October 21, 2022, with the expectation that we will ultimately be requesting the Court to cancel the conference entirely because the alleged breach will have been remedied by that point.” *See* Dkt. No. 24.

The reason the instant motion is being made, is that earlier today, we received the full settlement payment on re-issue checks from Defendants. Therefore, we respectfully request that the conference be cancelled *sine die*, as this case has been already dismissed and the settlement has now been paid in full, and no further action is needed by the Court, or by any party.

We thank the Court for its kind consideration on this matter and its assistance in helping the parties close out this matter, and we remain available to provide any additional information as required to cancel tomorrow's conference.

Respectfully submitted,

/s/  
James O'Donnell, Esq.

**CC: (counsel of record via ECF).**